

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Aldi (Florida) LLC Property

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Jackie Royal

EXT:

MOTION/RECOMMENDATION:

Approve and execute purchase agreement relating to Parcel No. 100 (Parts A and B) of the County Road 15 (Monroe Road) improvement project, located at 4160 W. State Road 46, Sanford, Florida, for \$105,000.00 with no fees or expenses incurred by the property owner.

District 5 Brenda Carey

BACKGROUND:

See attached.

ATTACHMENTS:

1. Aldi (Florida), LLC Property

Additionally Reviewed By: No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: Neil Newton, Major Project Acquisition Coordinator

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering

DATE: June 3, 2007

SUBJECT: Purchase Agreement Authorization
Owner: Aldi (Florida) LLC
Parcel No. 100 (Parts A and B)
County Road 15 (Monroe Road)

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 100 (Parts A and B). The parcel is required for the County Road 15 improvement project. The purchase price is \$105,000.00, with no fees or costs incurred by the property owner.

I THE PROPERTY

A. Location Data

The property is located at the northwest corner of W. State Road 46 and County Road 15 (Monroe Road) in Seminole County. The vacant site is zoned Planned Commercial Development with Higher Intensity Planned Development – Target Industry.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

4160 W. State Road 46
Sanford, FL 32771

C. Description

The parent tract is a 2.171 gross acre site rectangular in shape. Improvements within the area include landscaping.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2007-R-71 on April 10, 2007, authorizing the acquisition of Parcel No. 100 (Parts A and B), and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The taking for the roadway project is 0.1073 acres along the northern property line of the parent tract on County Road 15. The remainder area after the taking is 1.907 acres.

IV APPRAISED VALUE

The County's appraised value amount for Parcel 100 (Part A) is \$130,400.00 and \$88,600.00 for Parcel 100 (Part B). Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report.

V BINDING OFFER/NEGOTIATIONS

On October 12, 2006, the BCC authorized a binding written offer at \$105,000.00 for Parcel 100 (Part B). Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase Parcel 100 (Part B) for the binding written offer amount.

In addition to the agreement to convey Parcel 100 (Part B), pursuant to Development Order #00-20000041, dated April 10, 2001, and recorded in Official Records Book 4069, Page 851, Public Records of Seminole County, Florida, a copy of which is attached hereto as Exhibit D, Aldi (Florida) LLC will donate Parcel 100 (Part A) to Seminole County. However, Aldi (Florida) LLC's agreement to convey Parcel 100 (Part B) and to donate Parcel 100 (Part A) is contingent on the Board's approval of Aldi (Florida) LLC's current site plan.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$105,000.00, with no fees or expenses incurred by the property owners.

NN/lpk

Attachments:

Location Map (Exhibit A)

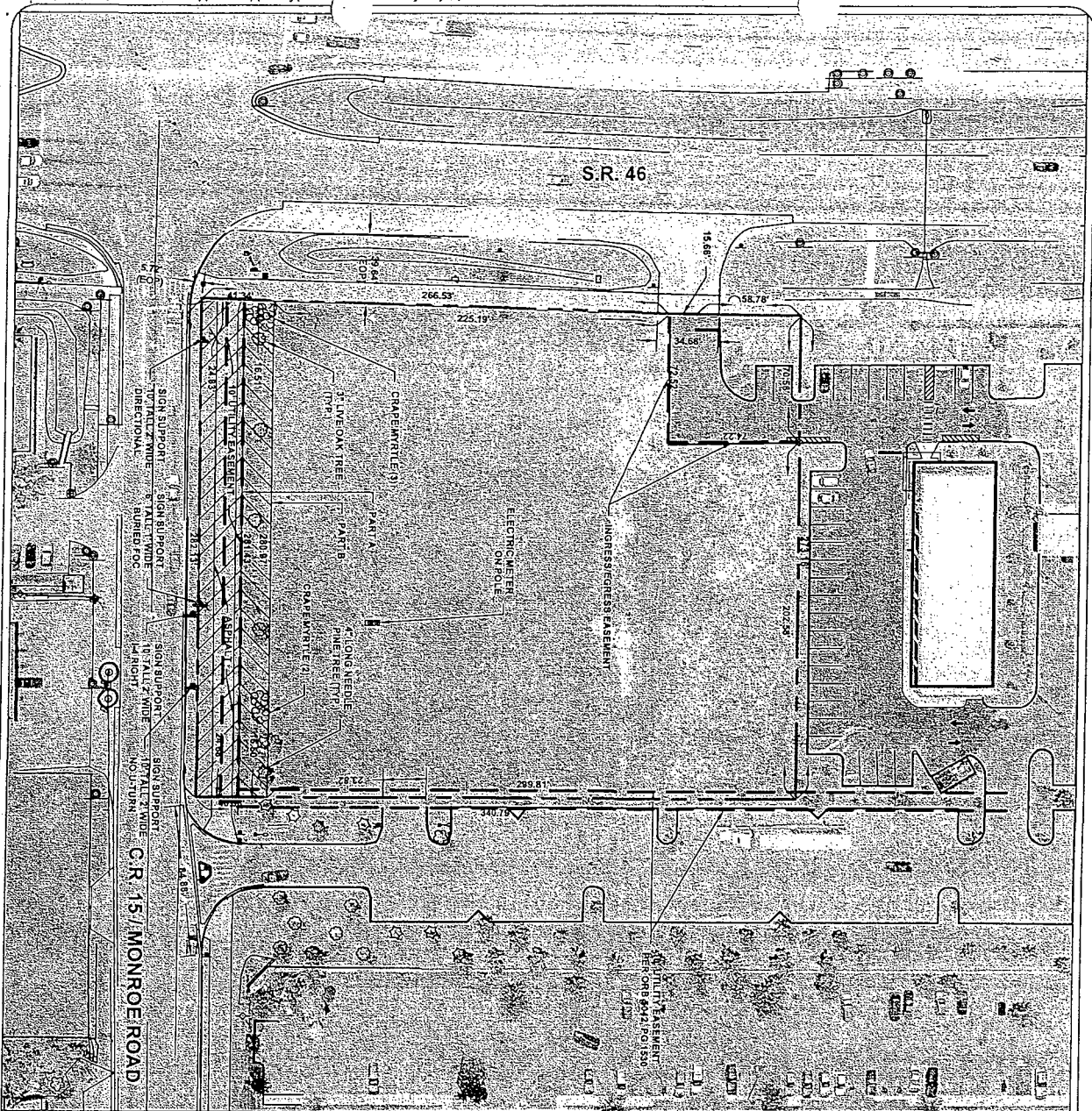
Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

DO #00-20000041 (Exhibit D)

P:\Users\lkennedy\My Documents\ACQ\15\Aldi Agenda 100 AB.doc





Scale 0 30 60 Feet

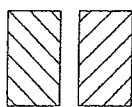


PARENT TRACT
- LESS PART A*
AREA OF TAKE (PART B)
REMAINDER TRACT
2.171 AC
2.014 AC
(4.672 SF) 0.107 AC
1.907 AC

PROPERTY LINE

AREA OF TAKE - PART A
(6.817 SF) 0.157 AC
*PREVIOUSLY ACQUIRED

AREA OF TAKE - PART B
(4.672 SF) 0.107 AC



PARENT TRACT : WITH TAKING SHOWN

PARCEL 100B
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

SHEET: 2
PROJECT NUMBER
4060352.00
FILE NAME: 4060352.dwg

gai consultants
610 East South Street, Box 9915
Orlando, Florida 32801
407-423-8598

ACREAGES	PRP	8/22/08
SCALE	AS SHOWN	
DRAWN	PRP	APPROVED
CHECKED	PRP	DATE: 08-22-08

EXHIBIT C

COUNTY ROAD 15
PARCEL NO. 100 (PART A/B)
ALDI (FLORIDA), LLC

PURCHASE AGREEMENT FEE SIMPLE

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 22nd day of June, 2007, by and between ALDI (FLORIDA) L.L.C., whose address is 1200 North Kirk Road, Batavia, Illinois, 60510 and 4502 35th Street, S.W., Suite 600, Orlando FL 32811, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for a road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property (the "Property") as described below upon the following terms and conditions:

I. LEGAL DESCRIPTION

**PARCEL NO. 100B
FEE SIMPLE**

COUNTY ROAD 15

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida as described in Official Records Book 3605, Page 554, Public Records of Seminole County, Florida LESS that portion described in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 631.42 feet to the Westerly maintained right-of-way line of County Road 15, according to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence along said Westerly maintained right-of-way line the following (2) two courses and distances; South 01°18'16" East, a distance of 79.43 feet; South 00°37'01" East, a distance of 14.49 feet; thence departing said Westerly maintained right-of-way line, North 89°58'30" East, a distance of 23.62 feet to a point lying 50 feet westerly, as measured at right angles, from the East line of the Northwest quarter of Section 28, Township 19 South, Range 30 East,

Seminole County, Florida for a **POINT OF BEGINNING**; thence South 00°09'31" East, and parallel with said East line, a distance of 283.39 feet to the Northerly existing right-of-way line of State Road 46; thence North 88°14'52" West, along said Northerly existing right-of-way line, a distance of 16.51 feet; thence departing said Northerly right-of-way line, North 00°09'31" West, a distance of 282.88 feet; thence South 89°58'30" West, a distance of 16.50 feet to the **POINT OF BEGINNING**.

Containing 4672 square feet more or less.

Parcel I. D. Number: 16-19-30-5AC-0000-00K0

(See also Parcel 100 Part "B" attached as Composite Exhibit A)

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described Property of the above referenced project by Special Warranty Deed, free of liens and encumbrances, unto COUNTY for the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00). The above amount includes all compensation due to OWNER as a result of this acquisition pursuant to this Agreement.

(b) COUNTY shall be responsible for the following closing costs: recording fees for the Special Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice as well as the OWNER's reasonable attorney's fees related to the negotiation of this Agreement, the performance of OWNER'S obligations hereunder, and the closing for the Property that is the subject of this Agreement.

(c) The OWNER shall be responsible for the cost of procuring and recording any corrective instruments, releases of mortgages or other documents necessary to provide the COUNTY with good insurable marketable title to the PROPERTY as well as the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper entity on behalf of the OWNER. Exhibit C, attached hereto, sets forth the current encumbrances on the Property, with such encumbrances being deemed to be permitted encumbrances.

(d) OWNER and COUNTY each covenant that there are no real estate commissions due any licensed real estate broker and each party will bear its own costs and defend against and pay any valid claims made in regard to this purchase relating to covenants made in this paragraph (d).

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II(a) above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. Subject to the satisfaction of the conditions set forth in Section III(h) below, OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Intentionally omitted.

(d) OWNER warrants that, to its actual knowledge, without having performed any independent inquiry or investigation, there are no facts known to OWNER materially affecting the value of the property which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) Intentionally omitted.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) The COUNTY recognizes that the OWNER is seeking to obtain setback amendment and final site plan approval from the Seminole Board of County Commissioners which would impact OWNER'S decision to enter into this Agreement. In the event that the OWNER is unable to secure said setback amendment and site plan approval from the Seminole Board of County Commissioners after the execution of this Agreement, but before closing, upon terms and conditions acceptable to OWNER in its sole but commercially reasonable discretion, this Agreement, including section III (j), shall be terminated and rendered null and void and shall be deemed by both parties to be inadmissible and shall not be used by either party, in any manner whatsoever, in any subsequent proceeding (including an eminent domain action) to determine the value of the Property. The closing shall not occur unless and until OWNER receives final approval of its application for setback amendment and site plan.

(i) As part of this agreement, the OWNER agrees to donate to COUNTY Parcel 100A described as Parcel 100, Part "A" in attached Composite Exhibit A. The

OWNER will complete and execute a donation form for parcel 100A attached as Composite Exhibit B along with a warranty deed providing title to the area described as parcel 100A and 100B, as well as any and all other documents such as a disclosure affidavit required by COUNTY'S closing agent, unto COUNTY at closing.

(j) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall be terminated and rendered null and void and shall be deemed by both parties to be inadmissible and shall not be used by either party, in any manner whatsoever, in any subsequent proceeding (including an eminent domain action) to determine the value of the Property.

(k) Intentionally omitted.

(l) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(m) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(n) All notices to be delivered to OWNER shall be delivered to both of OWNER'S addresses set forth in the first paragraph of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed
in their respective names on the date first above written.

WITNESSES:

ALDI (FLORIDA) L.L.C.
a Florida limited liability company

By: Aldi Inc.(Delaware), a Delaware corporation
Its: Sole member

By: 
David Behm, Vice President


SIGNATURE

Jason Porlick
PRINT NAME


SIGNATURE

ADDRESS: 1200 North Kirk Road
Batavia Illinois 60510

4502 35th Street, S.W.
Suite 600
Orlando FL 32811

Kenyetta White
PRINT NAME

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board of
of County Commissioners at its _____,
2007, regular meeting.

County Attorney

AHS/dre
4/20/07

P:\Users\lkennedy\My Documents\ACQC 15\Aldi 101 donation.doc

COMPOSITE EXHIBIT A

PARCEL NO. 100
FEE SIMPLE

COUNTY ROAD 15

PART A

**AREA BY ORDER OF DEVELOPMENT RECORDED IN OFFICIAL
RECORDS BOOK 4069, PAGE 851, PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.**

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida as described in Official Records Book 3605, Page 554, Public Records of Seminole County, Florida LESS that portion described in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

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Containing 6817 square feet more or less.

And Also:

PARCEL NO. 100
FEE SIMPLE

COUNTY ROAD 15

PART B

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida as described in Official Records Book 3605, Page 554, Public Records of Seminole County, Florida LESS that portion described in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

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Containing 4672 square feet more or less.

Containing in the aggregate 11,489 square feet, more or less.

COMPOSITE EXHIBIT B

DONATION OF PROPERTY TO THE
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA

Road Project: CR 15(Monroe Road)
Parcel No. 100A

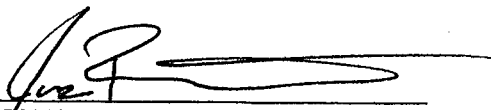
This is to advise that the undersigned, as owner of the property or property interest referenced above (legal description is attached as Parcel 100 Part "A") and as shown on right-of-way maps for the above referenced project, desires to make a voluntary donation of said property or property interest to the Board of County Commissioners of Seminole County, Florida for the use and benefit of Seminole County, Florida.

The undersigned hereby acknowledges that he/she/they/it has/have been fully advised by a Seminole County representative of his/her/their/its right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I/we hereby waive those rights unless otherwise noted below.

WITNESSES:

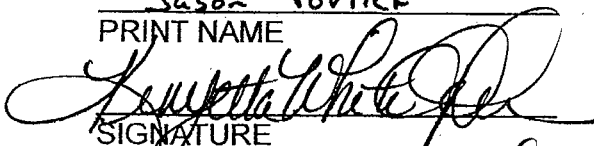
ALDI (FLORIDA) L.L.C.
a Florida limited liability company

By: Aldi Inc.(Delaware), a Delaware corporation
Its: Sole member


SIGNATURE

By: 
David Behm, Vice President

Jason Povlick
PRINT NAME


SIGNATURE

Kenyetta White-Ehman
PRINT NAME

ADDRESS: 1200 North Kirk Road
Batavia Illinois 60510

4502 35th Street, S.W.
Suite 600
Orlando FL 32811

PARCEL NO. 100
FEE SIMPLE

COUNTY ROAD 15

PART A

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And Also:

PARCEL NO. 100
FEE SIMPLE

COUNTY ROAD 15

PART B

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Containing 4672 square feet more or less.

Containing in the aggregate 11,489 square feet, more or less.

4069

0851

WEST LAKE SUPERCENTER
SEMINOLE CO. FL

**FINAL PCD MASTER PLAN
DEVELOPER'S COMMITMENT AGREEMENT
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION**

On April 10, 2001, the Board of County Commissioners of Seminole County issued this Development Order relating to and touching and concerning the following described property:

1. LEGAL DESCRIPTION

Block 98, Block 'I', Block 'K' less the North 307.30 feet thereof, and that part of Block 'H' lying west of the centerline of creek, FLORIDA LAND COLONIZATION COMPANY LIMITED, W. BEARDALL'S MAP OF ST. JOSEPH'S, according to the Plat thereof as recorded in the Public Records of Seminole County, Florida.

LESS right-of-way.

Contains 20.257 acres, more or less.

Prepared by: Allen Surveying
1420 East Robinson Street
Orlando, Florida 32801
(407) 897-1443

RETURN TO SANDY MCCANN

589824

MARVANE ROSE
CLERK OF CIRCUIT COURT

2. PROPERTY OWNERS

West Lake Supercenter Partners, LTD.

3. REQUESTED DEVELOPMENT APPROVAL

Approval of developer's commitment agreement and approval of Final PCD Master Plan, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

4. STATEMENT OF BASIC FACTS

- a. Total Area: 20.26 acres
- b. Zoning: Planned Commercial Development
- c. Allowable Density: 150,000 sq. ft. Commercial
- d. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.

01 MAY -7 AM 8:00

SEMINOLE COUNTY FL
RECORDS & CLERK

- e. The Owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the aforescribed property.

5. LAND USE BREAKDOWN

Parcel #	1	2	3	4	Total
Total Acreage (ac)	18.47	1	1	1.78	20.25
Permitted Coverage (ac)	8.18	0.25	0.25	0.45	7.11
Impermissible Coverage (ac)	10.31	0.75	0.75	1.33	13.14
Building Coverage (ac)	2.8	0.29	0.29	0.51	3.59
Vehicle Use (ac)	5.31	0.46	0.46	0.82	6.25

6. OPEN SPACE AND RECREATION AREAS

Maintenance of the open space shall be the responsibility of the Property Owners Association.

Total Land Area: 20.25 acres

Required Open Space: 30% = 20.25 acres x 0.30 = 6.1 acres open space

Open Space Provided: 7.11 acres (35.1%)

7. BUILDING SETBACKS

Minimum Front	25'
Side	10'
Minimum Rear	10'
Adjacent to Residential	50'
Elder Road (less than 320' from SR 46 R.O.W. centerline)	50'
Elder Road (greater than 320' from SR 46 R.O.W. centerline)	25'
Upmala Road (less than 320' from SR 46 R.O.W. centerline)	50'
Upmala Road (greater than 320' from SR 46 R.O.W. centerline)	25'
SR 46	50'

8. PERMITTED USES

Per Seminole County Land Development Code, Section 30.762, the permitted uses within the PCD shall be:

- a. Any use permitted in the C-1 District.

OFFICIAL RECORDS
BOOK PAGE
4069 0852
SEMINOLE CO. FL

- b. Amusement and recreational facilities.
- c. Building and plumbing supplies.
- d. Car wash.
- e. Furniture warehouse with retail sales.
- f. Hotels and motels.
- g. Marine sales and service.
- h. Mobile home and recreational vehicle sales.
- i. Parking garages.
- j. Printing and book binding shops.
- k. Automobile sales with no repair facilities.
- l. Veterinary hospitals and kennels.
- m. Multifamily housing - such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification.
- n. Above-store or above-office flats.
- o. Retail/Wholesale facilities with tire service center and gas service center.
- p. Alcoholic beverage establishments.
- q. Drive-in restaurant.
- r. Mechanical garages and tire service centers.
- s. Public utility structures.
- t. Service stations and gas pumps as an accessory use.
- u. Hospitals and nursing homes.
- v. Personal mini-storage facilities for storage of household goods and personal non-commercial items and materials.

9. PROHIBITED USES

- a. Billboards.
- b. Adult entertainment establishments.
- c. Contractor establishments.
- d. Communication towers.
- e. Flea markets - open air.
- f. Lumber yards.
- g. Paint and body shops.

10. LANDSCAPE & BUFFER CRITERIA

Guest parking areas shall be landscaped in accordance with the provisions of the Section 30.1230, "Landscaping of Parking Area" of the Seminole County Land Development Code. The buffers adjacent to the multifamily uses will meet "active" buffer requirements.

In the northwest portion of the project, north of the propane tank and loading/unloading area of the warehouse club, the project may utilize a 6' high fence with an opaque vegetative screen.

Within 320 feet of the centerline of SR 46, the project shall meet all landscaping standards of the SR 46 Gateway Corridor Overlay Ordinance.

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11. DEVELOPMENT COMMITMENTS

The following conditions shall be met by the Owner prior to a Certificate of Occupancy (CO) being issued:

- a. Private water, sewer and storm drainage facilities shall be complete prior to the issuance of a Certificate of Occupancy.
- b. Deliveries are limited to the period between 7 AM and 9 PM.
- c. A pro rata fair share will be negotiated between the client and the County for upgrade of pedestrian pedestals and pedestrian signal heads across the north approach on C-15 (Upsala Road) and the west approach on SR 46.
- d. A 50' half R.O.W. reservation will be negotiated along C-15 (Upsala Road).
- e. Mitigation of wetland impacts shall be per the attached letter, dated April 5, 2001, from Kenneth W. Wright, Shotts & Bowen LLP.
- f. All portions of the project within 320 feet of the centerline of SR 46 shall comply with the development standards of the SR 46 Gateway Corridor Overlay Ordinance.

12. WATER, SEWER AND STORMWATER

Water: Water service shall be provided by Seminole County Environmental Services. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

Sanitary Sewer: Sanitary sewer shall be provided by the existing Seminole Pointe Apartments lift station located on Elder Road. The pump is connected to the public sanitary sewer of Seminole County Environmental Services. Design of the onsite collection system shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

Stormwater: Stormwater drainage and stormwater management shall be provided on-site according to Seminole County's and the St. Johns River Water Management District's stormwater regulations.

Fire Protection: Fire protection shall be provided by Seminole County. Fire flow will be a minimum of 1,250 gpm with 20 psi. Fire hydrants shall be located according to Seminole County regulations.

13. PHASING

The West Lake Supercenter is proposed to be developed as four (4) stand alone parcels integrated by a shared access network and common infrastructure. It is proposed that the paving, water, sewer and stormwater infrastructure serving the center be constructed in a single phase prior to or concurrent with development of the lots.

14. STANDARD COMMITMENTS

- a. Unless specifically addressed otherwise herein, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of permit issuance.

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- b. The conditions upon this development approval and commitments made as to this development approval have been accepted by and agreed to by the Owners of the property.
- c. The development order touches and concerns the aforescribed property, and the conditions, commitments and provisions of the development order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners of said property have expressly covenanted and agreed to this provision and all other terms and provisions of the development order.
- d. The terms and provisions of the development order are not severable, and in the event any portion of this development order shall be found to be invalid or illegal, then the entire development order shall be null and void.

DONE AND ORDERED ON THE DATE
FIRST WRITTEN ABOVE

By:


RANDALL O. [unclear]
VICE CHAIRMAN

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OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, West Lake Supercenter Limited Partners, LTD, on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in the Development Order:

OWNER:

West Lake Supercenter Partners, LTD, its general Partner by:

WITNESS:

(Sign)

(Print Name)

(Sign)

(Print Name)

Dean C. Price II
~~Alondra G. Guebara, President~~

Dean C. Price II, Vice President

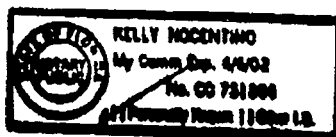
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STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 15 day of MAY 2001 by Dean C. Price II as Vice President of West Lake Supercenter Partners, LTD, who is personally known to me or who produced his Driver's License as identification.

[Signature]
Signature of Notary Public

AFFIX NOTARY STAMP



Kelly Nocentino
(Print Notary Name)

My Commission Expires: 4/6/02

Commission No.: 00731806

☒ Personally Known, or

☐ Produced Identification

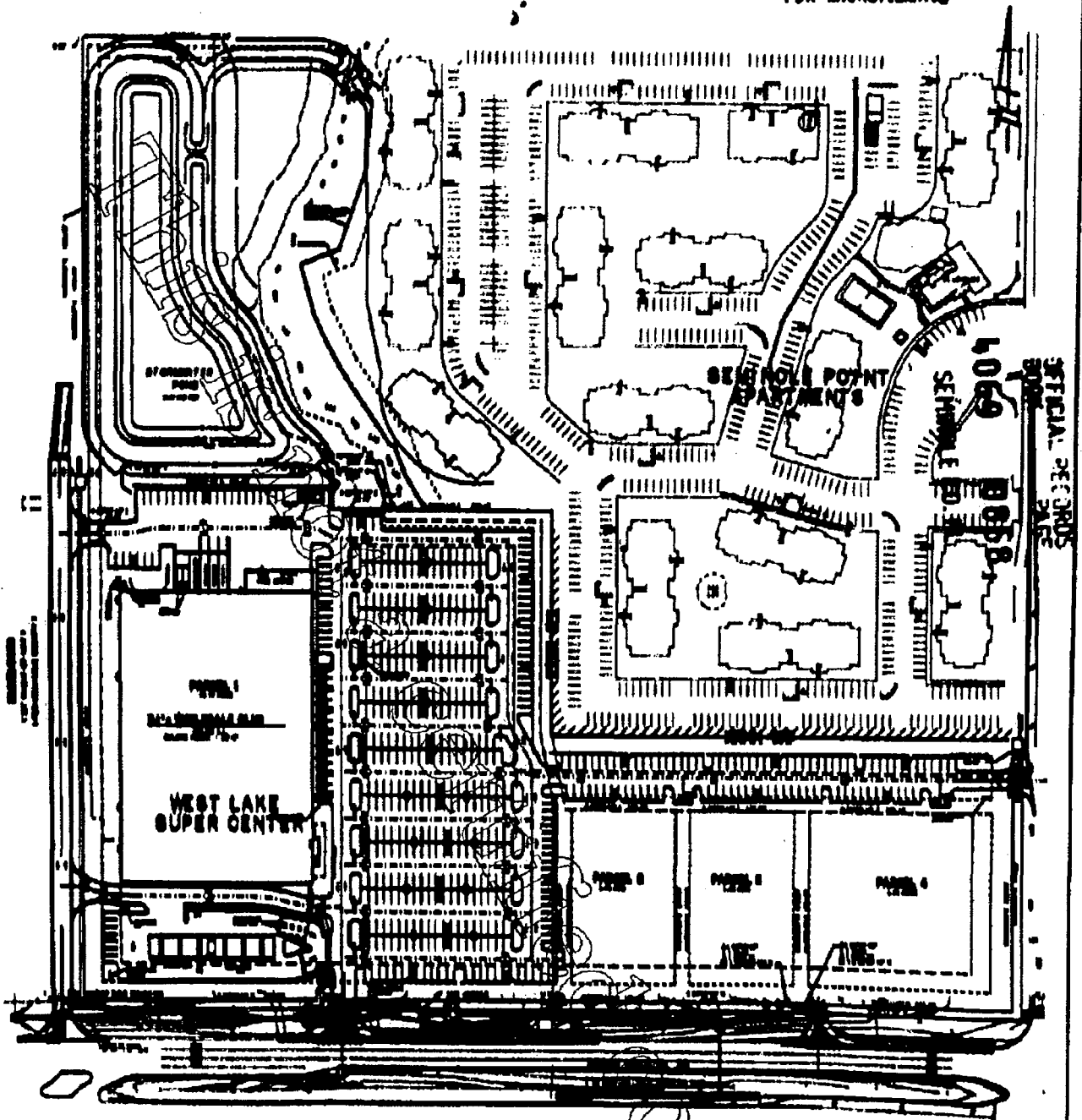
Type of Identification Produced:

**EXHIBIT A
FINAL RCD MASTER PLAN**

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LEGIBILITY UNSATISFACTORY
FOR MICROFILMING



LOCHRANE
ENGINEERS • SURVEYORS

201 SOUTH BUNKER AVENUE ORLANDO, FLORIDA 32803
PHONE (407) 608-3300 FAX (407) 608-3301 P.O. BOX 100000 ORLANDO, FL 32810

WEST LAKE SUPER CENTER
SEMINOLE COUNTY, FLORIDA

EXHIBIT A
KENNETH W. WRIGHT LETTER

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SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELLORS AT LAW
(A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATES)

300 SOUTH GRANGE AVENUE
SUITE 1000
ORLANDO, FLORIDA 32801-2072
TELEPHONE (407) 425-8316
FACSIMILE (407) 425-8716

April 5, 2001

VIA FACSIMILE 407-463-7367 and REGULAR MAIL

Mr. Don Fisher
Planning and Development
Seminole County Government
1101 East First Street
Sanford, Florida 32771

RE: Wetlands Super Center

Dear Don:

In response to your inquiry regarding the proposed mitigation for the above project for wetland impacts, we have agreed to the following:

1. 52 acres will be placed in a perpetual conservation easement in favor of Seminole County and/or the St. Johns River Water Management District;
2. The makeup of the 52 acres will be a combination of marsh and mature cypress swamp at a ratio of a maximum of 10% marsh and a minimum of 90% cypress (as suggested by staff of the St. Johns River Water Management District).

The St. Johns River Water Management District has agreed to issue a permit subject to a condition that the above described mitigation be delineated prior to wetland impacts. In order to insure the proper ratio between marsh and mature cypress, a subsequent exact delineation will be required. This condition has been carefully crafted by the District to insure the optimum mitigation value and to preserve the higher ratio yield.

If you have any questions, please give me a call. Please note that I have canceled an out of town appointment to be at the 1:30 public hearing Tuesday, April 10th, which I really appreciate you scheduling, so should anything arise that would jeopardize this hearing time, I would like to know as soon as possible.

Thanks again.

Very truly yours,

SHUTTS & BOWEN LLP

Not signed to avoid delay
in his absence

Kenneth W. Wright

KWW:brn

AMSTERDAM

FORT LAUDERDALE

LONDON

MIAMI

ORLANDO

WILMINGTON

WEST PALM BEACH

COUNTY COMMISSION - SEMINOLE
BOCC Project Expenditure Status Report
BOCC Project Expenditure Status Report
For the Ten Periods Ending July 31, 2007Department: 07 PUBLIC WORKS
Division: 0775 ENGINEERING

Project	Business Unit	Object	Subsidiary	Description	Adopted Budget	Current Budget	Period Expenditures	Outstanding Encumbrances	YTD Expenses	Available Balance
Project: 00005801 UPSALA RD (C-15) - 46 TO 17-92										
00005801	077501	.560680.		Construction & Design						
00005801	077515	.560610.		Land	8,729,170	8,977,826		35,572	4,135,568	4,806,687
00005801	077515	.560670.		Roads	9,500,000	9,500,000		150,000		9,350,000
00005801	077515	.560680.		Construction & Design	50,581	118,237		110,505	5,585	2,148
					18,279,751	18,596,063		296,076	4,141,152	14,158,834
Total Division: 0775 ENGINEERING										
					18,279,751	18,596,063		296,076	4,141,152	14,158,834
Total Department: 07 PUBLIC WORKS										
					18,279,751	18,596,063		296,076	4,141,152	14,158,834
Report Totals:										
					18,279,751	18,596,063		296,076	4,141,152	14,158,834